

# AUSLEY & MCMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET  
P.O. BOX 391 (ZIP 32302)  
TALLAHASSEE, FLORIDA 32301  
(850) 224-9115 FAX (850) 222-7560

July 28, 2008

HAND DELIVERED

Ms. Ann Cole, Director  
Division of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RECEIVED-FPSC  
08 JUL 28 PM 3:23  
COMMISSION  
CLERK

Re: Complaint of Terence K. Wolfe against Tampa Electric Company for alleged improper billing; FPSC Docket No. 080435-EI

Dear Ms. Cole:

Enclosed for filing in the above docket are the original and fifteen (15) copies of Tampa Electric Company's Answer to the Complaint filed in the above docket on July 3, 2008.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning same to this writer.

Thank you for your assistance in connection with this matter.

Sincerely,



James D. Beasley

COM \_\_\_\_\_

ECR \_\_\_\_\_ JDB/pp

GCL \_\_\_\_\_ Enclosure

OPC \_\_\_\_\_

RCP \_\_\_\_\_ cc: Mr. Terence K. Wolfe (w/enc.)

SSC \_\_\_\_\_ Mr. Keino Young (w/enc.)

SGA \_\_\_\_\_ Ms. Paula Brown (w/enc.)

ADM \_\_\_\_\_

CLK \_\_\_\_\_

DOCUMENT NUMBER-DATE

06540 JUL 28 08

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of Terence K. Wolfe )  
against Tampa Electric Company for )  
alleged improper billing. )  
\_\_\_\_\_ )

DOCKET NO. 080435-EI

FILED: July 28, 2008

**TAMPA ELECTRIC COMPANY'S ANSWER**

Tampa Electric Company ("Tampa Electric" or "the company") answers the Complaint filed in this docket on July 2, 2008, by Terence K. Wolfe as follows:

1. Tampa Electric admits the allegations set forth in paragraphs 1 and 2 of the Complaint.

2. Tampa Electric denies the allegations of paragraph 3 of the Complaint.

3. With respect to paragraph 4 of the Complaint, Tampa Electric admits that it did not take a meter reading at the subject residence on or around February 7, 2008 and denies that that is the date on which Mr. Wolfe became the responsible party on the residential account at 406 South Bryan Circle, Brandon, Florida. Tampa Electric denies any obligation to have read Mr. Wolfe's meter on or around February 7, 2008. Tampa Electric did obtain a reading on February 6, 2008 when service at the residence was disconnected.

4. Tampa Electric denies the allegations of paragraph 5 of the Complaint. Mr. Wolfe still owes Tampa Electric for service provided to his residence from and after October 4, 2007 through and including February 6, 2008, when service to the residence was disconnected.

5. With respect to paragraph 6 of the Complaint, Tampa Electric does not claim Mr. Wolfe owes the company for any electric service provided prior to the date on which Mr. Wolfe became responsible for such service. Tampa Electric does disagree with Mr. Wolfe on when that

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date occurred. Mr. Wolfe was appropriately billed for service from October 4, 2007, the date on which he initially requested that electric service be initiated at his residence.

6. Tampa Electric admits that, to date, Mr. Wolfe has paid all undisputed amounts for service Tampa Electric has provided on and after February 7, 2008. However, Mr. Wolfe has not paid the amount owed for electric service Tampa Electric provided from October 4, 2007 through February 6, 2008.

7. With respect to paragraph 8 of the Complaint, Tampa Electric asserts that the amount in dispute as of the date of this Answer is \$310.85.

8. Tampa Electric denies the allegations of paragraphs 9 and 10 of the Complaint.

WHEREFORE, Tampa Electric requests that the Commission deny the relief requested in Section I of Mr. Wolfe's Complaint.

9. With respect to paragraph 11 of the Complaint, Tampa Electric admits having properly terminated electric service to Mr. Wolfe's residence on July 1, 2008, consistent with the Commission's rules. Tampa Electric denies the remaining allegations of paragraph 11 of the Complaint.

10. With respect to paragraph 12 of the Complaint, Tampa Electric admits having reconnected Mr. Wolfe's electric service on July 2, 2008, but denies the remaining allegations of said paragraph 12.

WHEREFORE, Tampa Electric urges that the relief requested in Section II of Mr. Wolfe's Complaint be denied.

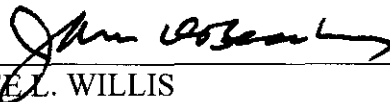
### **Affirmative Defenses**

Tampa Electric has acted properly and consistent with its tariff and the applicable rules of the Commission in its dealings with Mr. Wolfe. On October 3, 2007 a customer identifying

himself as Terence K. Wolfe contacted Tampa Electric by telephone and requested service be placed into his name effective October 4, 2007 at his residence at 406 South Bryan Circle, Brandon, Florida 33511. (See Exhibit "A"). The caller provided the same Social Security number and "moved from" address on February 6, 2008 as he did on October 3, 2007. (See Exhibit "B"). A search of the public records of Hillsborough County, Florida indicated that Mr. Wolfe requested a Florida Driver's License with a change of address to 406 South Bryan Circle, Brandon, Florida as of October 20, 2007. In addition, records of the Hillsborough County Court Clerk's office reflect that the owners of the residence at 406 South Bryan Circle initiated a "delinquent tenant" civil case against Mr. Wolfe dated December 13, 2007. The delinquent tenant case reveals that Mr. Wolfe signed a lease of the residence on September 21, 2007 with the lease commencing September 29, 2007 and ending September 30, 2008. (See Exhibit "C"). Additionally, an inquiry of the cable provider at the residence in question identified Mr. Wolfe as having requested service on October 6, 2007. That cable provider's standard operating procedure is for the responsible party to sign when services are rendered and this procedure reportedly was followed with respect to Mr. Wolfe's request, with the cable provider maintaining a signature on file. All of these facts compel a determination that Mr. Wolfe requested electric service at the residence commencing October 4, 2007 and, in fact, is responsible for all amounts still owed to Tampa Electric for electricity consumed at the residence from that date, notwithstanding Mr. Wolfe's claim that he is responsible only for electricity consumed at the residence on and after February 7, 2008.

DATED this 28<sup>th</sup> day of July 2008.

Respectfully submitted,



---

LEE L. WILLIS  
JAMES D. BEASLEY  
Ausley & McMullen  
Post Office Box 391  
Tallahassee, FL 32302  
(850) 224-9115


ATTORNEYS FOR TAMPA ELECTRIC COMPANY

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Answer, filed on behalf of Tampa Electric Company, has been served by U. S. Mail or hand delivery (\*) on this 28<sup>th</sup> day of July 2008, to the following:

Mr. Keino Young\*  
Office of General Counsel  
Florida Public Service Commission  
Room 370Q – Gerald L. Gunter Bldg.  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Mr. Terence K. Wolfe  
406 S. Bryan Circle  
Brandon, FL 33511-6035

  
\_\_\_\_\_  
ATTORNEY

JOB NO. CI0230 RC-070109  
BRANDON

TAMPA ELECTRIC COMPANY  
ACTIVITY FILE PRINT

10/03/07

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ORD BY-NCO PH- ( ) - RMK-  
.....  
1416 0272816 S/O TYPE-STON SEQ-999 S/O STAT-HOLD ACTVY DT-10/03/07 BATCH-PINQ TAKENBY-RLP ORDER DT-10/03/07 TIME-0709  
ACT CD-9 T/O-1 DT WND-10/04/07 MOVE FR-3530 APPLEWOOD TR B NAME-WOLFE TERRENCE K C/O-  
M/A- CITY/ST- ZIP- DEP CD-6240 AMT- 230.00 TRANSFER FR-0000-000000-0  
TYPE BUS-N/A RATE-110 FLD ACT-LR DT WND-10/04/07 BATCH- FLD ORD- INIT-CMP EDGS/KWH- KW-  
M/P-882144 TAX-ID-CODE-2 TAX-ID-NO-  
ORD BY-TERRENCE PH-(000)000-0000 RMK-PINELLAS PARK PL 33781/ADS16+DEP-1400 SQ FT-\$230 DEP-DEP PR RPTCRD CHANGE BY-RLP  
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TAMPA ELECTRIC COMPANY  
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JOB NO. CI0230 RC-076109  
BRANDON

TAMPA ELECTRIC COMPANY  
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02/06/08

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1416 0272816 S/O TYPE-STON SEQ-999 S/O STAT-HOLD ACTVTY DT-02/06/08 BATCH-CINQ TAKENBY-LLC ORDER DT-02/06/08 TIME-1855  
ACT CD-9 T/O-1 DT WND-02/07/08 MOVE FR-406 BRYAN CR S NAME-WOLFE TERENCE K C/O-  
M/A- CITY/ST- ZIP- DEP CD-6240 AMT-58555.00 TRANSFER FR-0000-000000-0  
TYPE BUS-SOLOMON LAW  
M/F-982144 RATE-110 PLD ACT-MH DT WKD-00/00/00 BATCH- PLD ORD- INIT- PDGS/KWH- KW-  
TAX-ID-CODE-2 TAX-ID-NO- PH-(813)966-2799 RMK-BRANDON J3511 $16/$165 1000 SF PER CST $165 POS ID CUST REFERRED TO ROCHANGE BY-LLC  
ORD BY-TERENCE  
  
1416 0272816 S/O TYPE-SCHG SEQ-999 S/O STAT-CANCELLED ACTVTY DT-02/06/08 BATCH-CINQ TAKENBY-LLC ORDER DT-02/06/08 TIME-1908  
ACTION CD-2 ON-X OFF- NOT FOR BILLING-X DT WANTD-02/07/08  
M/F#882144 RATE-110 PLD ACT-MH DT WKD-00/00/00 BATCH- PLD ORD- INIT- PDGS/KWH- KW-  
ORD BY-GUI PH-(813)966-2799 RMK-NEW CUSTOMER PREVIOUS CUST COMP CHANGE BY-LLC  
  
1416 0272816 S/O TYPE-SREM SEQ-998 S/O STAT-POSTED ACTVTY DT-02/06/08 BATCH-CINQ TAKENBY-LLC ORDER DT 02/06/08 TIME-1914  
TYPE RMK-P DATE-02/06/08 REP INIT-LLC DELETE-0 FLAG-S 2/6/08 ADV NO SVC UNTIL EQUIFAX VERIFIES INFO/LLC  
  
1416 0272816 S/O TYPE-SREM SEQ-999 S/O STAT-POSTED ACTVTY DT-02/06/08 BATCH-CINQ TAKENBY-LLC ORDER DT-02/06/08 TIME-1911  
TYPE RMK-P DATE-02/06/08 REP INIT-LLC DELETE-0 FLAG-S 2/6/08 T WOLFE CST EXTREMELY ABUSIVE/ADV CALL EQUIFAX/LLC  
  
1416 0272316 S/O TYPE-SDIS SEQ-999 S/O STAT-POSTED ACTVTY DT-02/06/08 BATCH-9999 TAKENRY- ORDER DT-01/25/08 TIME-0000  
M/F#882144 RETURN BY-01/30/08  
RES FIN NOT AMT- .00 PAY BY DT-00/00/00 DIS AMT- .00 DIS DT-00/00/00  
PLD ACT ACT-NO ACTION COLLECT AMT- .00 FC REP-99 KWH REC- DT WKD 02/06/08 EXT TO-00/00/00  
TIME-0000 CR CD(2)- REASON COP- KW REX- BATCH-A099 CLR RECS-00/00/00  
ORD BY- PH- RMK- CHANGE BY-LLC  
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TAMPA ELECTRIC COMPANY  
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BRANDON

TAMPA ELECTRIC COMPANY  
ACTIVITY FILE PRINT

02/07/08

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1416 0272816 S/O TYPE-STON SEQ-999 S/O STAT-POSTED ACTVY DT-02/07/08 BATCH-CIMQ TAKENBY-LLC ORDER DT-02/06/08 TIME-1855  
ACT CD-2 T/O-1 DT WND-10/04/07 MOVE FR-406 BRYAN CR S NAME-WOLFE TERENCE K C/O-  
M/A- CITY/ST- ZIP- DEP CD-6240 AMT- 165.00 TRANSFER FR-0000-000000-0  
TYPE BUS-SOLOMON LAW  
M/P-882144 RATE-110 PLD ACT-AR DT WND-10/04/07 BATCH-SPB PLD ORD-08038SYS02461 INIT-SPB RDGS/KWH-02617 KW-  
TAX-ID-CODE-2 TAX-ID-NO-  
ORD BY-TERENCE PH-(813)966-2799 RMK-BILLED SUS PER PREV STON DRPD 10/3/07 \$165 VERIFIED POS IO SPB CHANGE BY-SPB

3

TAMPA ELECTRIC COMPANY  
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BRANDON

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ACTIVITY FILE PRINT

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1414 0272816 S/O TYPE-SREM SEQ-997 S/O STAT-POSTED ACTVTY DT-02/07/08 BATCH-TCLS TAKENBY-SFB ORDER DT-02/07/08 TIME-1148  
TYPE RMK-P DATE-02/07/08 REP INIT-SFB DELETR-0 FLAG- MR WOLFE WAS ADV WOULD BE BILLED SUS/HPRE SINCE 10/04/07

1416 0272816 S/O TYPE-SMAN SEQ-999 S/O STAT-POSTED ACTVTY DT-02/07/08 BATCH-C107 TAKENBY-SFB ORDER DT-02/07/08 TIME-1144  
APPRVD BY-DLB PRINT BILL-

M#882144

DATE	READ	KWH USED	CUS+ENG CH	ACT/KW/BILL	DEM	CHG	TRNSFMR	CR	FUEL ADJ	FRAN ADJ	CITY TAX	STATE TAX	GR	REC	TAX
01/18/08	05270	843	51.17	0	.00	.00	.00	.00	44.18	.00	.00	.00	.00	.00	2.44
12/17/07	04427	606	35.14	0	.00	.00	.00	.00	35.89	.00	.00	.00	.00	.00	1.84
11/15/07	03821	613	35.45	0	.00	.00	.00	.00	36.30	.00	.00	.00	.00	.00	1.67
10/18/07	03208	591	29.95	0	.00	.00	.00	.00	35.00	.00	.00	.00	.00	.00	.00
10/04/07	02617														

GED BY-

PH-

RMK-PER STON DRPD MAXVIEW//IF DISPUTES WILL NEED TO PROVIDE LSE/CST REFUSE

4

TAMPA ELECTRIC COMPANY  
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Home Kenneth

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p. 2

**Lease for Single Family Home and Duplex**  
**OF REALTORS®**



(FOR A TERM NOT TO EXCEED ONE YEAR)

A BOX ( ) OR A BLANK SPACE ( ) INDICATES A PROVISION WHERE A CHOICE OR DECISION MUST BE MADE BY THE PARTIES.

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 43, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. UPON REQUEST, THE LANDLORD SHALL PROVIDE A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT TO THE TENANT(S).

1. PARTIES. This is a lease ("the Lease") between KENNETH + LORI WRIGHT  
(name and address of owner of the premises)  
C/O ALEXANDRA HOMES, PO BOX 16349, TAMPA, FLORIDA 33687 ("Landlord") and  
TERRENCH WOLFE  
(name(s) of person(s) to whom the property is leased) ("Tenant.")

2. PROPERTY RENTED. Landlord leases to Tenant the land and buildings located at 406 SOUTH BRYAN CIRCLE  
(street address)  
BRANDON Florida 33511  
(zip code)

together with the following furniture and appliances (List all furniture and appliances. If none, write "none.") (In the Lease, the property leased, including furniture and appliances, if any, is called "the Premises"):

The Premises shall be occupied only by the Tenant and the following persons: no other person

3. TERM. This is a lease for a term, not to exceed twelve months, beginning on September 29, 2007  
(month, day, year)  
and ending September 30, 2008 (the "Lease Term").  
(month, day, year)

4. RENT PAYMENTS, TAXES AND CHARGES. Tenant shall pay total rent in the amount of \$ 1,100.00 (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance  
 In installments. If in installments, rent shall be payable  
 monthly, on the 1st day of each month. (If left blank, on the first day of each month.)  
 weekly, on the \_\_\_\_\_ day of each week. (If left blank, on Monday of each week.)  
in the amount of \$ \_\_\_\_\_ per installment.  
 in full on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
(year)  
Tenant shall also be obligated to pay taxes on the rent when applicable in the amount of \$ 0.00  
 with each rent installment  with the rent for the full term of the Lease. Landlord will notify Tenant if the amount of the tax changes.

Payment Summary  
 If rent is paid in installments, the total payment per installment including taxes shall be in the amount of \$ 1,100.00  
 If rent is paid in full, the total payment including taxes shall be in the amount of \$ 13,200.00

Landlord (Signature) and Tenant (Signature) acknowledge receipt of a copy of this page which is Page 1 of 8  
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All rent payments shall be payable to KENNETH WRIGHT at  
PO BOX 16349, TAMPA, FLORIDA 33687 (If left blank, to Landlord at Landlord's address).

If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from  
\_\_\_\_\_ through \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ and shall be due on  
\_\_\_\_\_. (If rent paid monthly, prorate on a 30 day month.)

Tenant shall make rent payments required under the Lease by (choose all applicable)  cash,  personal check,  money order,  
 cashier's check, or  other DIRECT DEPOSIT (specify). If payment is accepted by any means other than  
cash, payment is not considered made until the other instrument is collected.

If Tenant makes a rent payment with a worthless check, Landlord can require Tenant  to pay all future payments by  money order,  
cashier's check or official bank check or  cash or other (specify) DIRECT DEPOSIT  
and  to pay bad check fees in the amount of \$ 50.00 (not to exceed the amount prescribed by Florida Statutes  
section 68.085).

5. MONEY DUE PRIOR TO OCCUPANCY. Tenant shall pay the sum of \$ 2,200.00 in accordance with this Paragraph  
prior to occupying the Premises. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to  
occupancy has been paid. If no date is specified below, then funds shall be due prior to tenant occupancy. Any funds designated in  
this paragraph due after occupancy, shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at  
Landlord's address or to KENNETH WRIGHT

at C/O ALEXANDRA HOMES, PO BOX 16349, TAMPA, FLORIDA 33687

First <input checked="" type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ <u>1,100.00</u> due <u>09-28-2007</u>
Prorated rent plus applicable taxes	\$ _____ due _____
Advance rent for <input type="checkbox"/> month <input type="checkbox"/> week of _____	
plus applicable taxes	\$ _____ due _____
Last <input checked="" type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ <u>1,100.00</u> due <u>09-28-2007</u>
Security deposit	\$ <u>1</u> due _____
Additional security deposit	\$ _____ due _____
Security deposit for homeowner's association	\$ _____ due _____
Other <u>NON REFUNDABLE PET DEPOSIT</u>	\$ _____ due _____
Other _____	\$ _____ due _____

6. LATE FEES. (Complete if applicable) in addition to rent, Tenant shall pay a late charge in the amount of \$ 50.00 for  
each rent payment made 5 days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

7. PETS. Tenant  may  may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this  
Paragraph are permitted on the Premises.

8. NOTICES. ALEXANDRA HOMES is Landlord's Agent.

All notices must be sent to:  
 Landlord KENNETH + LORI WRIGHT,  
at C/O ALEXANDRA HOMES, PO BOX 16349, TAMPA, FLORIDA 33687  
 Landlord's Agent ALEXANDRA HOMES  
at PO BOX 16349 TAMPA FLORIDA 33687

Landlord [Signature] and Tenant [Signature] acknowledge receipt of a copy of this page which is Page 2 of 8  
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unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery.

Any notice to Tenant shall be given by U.S. mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at Premises.

9. UTILITIES. Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for \_\_\_\_\_

\_\_\_\_\_, that Landlord agrees to provide at Landlord's expense.

10. MAINTENANCE. Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below:

(Fill in each blank space with "Landlord" for Landlord or "Tenant" for Tenant, if left blank, Landlord will be responsible for the item):

L _____ roofs	L _____ windows	T _____ screens
L _____ steps	L _____ doors	T _____ floors
L _____ porches	L _____ exterior walls	L _____ foundations
L _____ plumbing	L _____ structural components	
L _____ heating	T _____ hot water	T _____ running water
T _____ locks and keys	L _____ electrical system	L _____ cooling
T _____ smoke detection devices		T _____ garbage removal/outside receptacles
T _____ extermination of rats, mice, roaches, ants and bedbugs		L _____ extermination of wood-destroying organisms
T _____ lawn/shrubbery	T _____ pool/spa/hot tub	T _____ water treatment
L _____ filters(specify) _____		T _____ ceilings T _____ interior walls

Other (specify) The landlord is responsible for major repairs exceeding \$1000, and not caused due to fault of the tenant.

Tenant shall notify KENNETH WRIGHT at ALEXANDRA HOMES

PO BOX 16349, TAMPA, FLORIDA 33687 and 813 966 7325 of maintenance

and repair requests.

11. ASSIGNMENT. Tenant  may  may not assign the lease or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

12. KEYS AND LOCKS. Landlord shall furnish Tenant 2 # of sets of keys to the dwelling 0 # of mail box keys 1 # of garage door openers

If there is a homeowner's association, Tenant will be provided with the following to access the association's common areas/facilities: \_\_\_\_\_ # of keys to \_\_\_\_\_

\_\_\_\_\_ # of remote controls to \_\_\_\_\_  
 \_\_\_\_\_ # of electronic cards to \_\_\_\_\_

\_\_\_\_\_ other (specify) to \_\_\_\_\_

At end of Lease Term, all items specified in this Paragraph shall be returned to ALEXANDRA HOMES at PO BOX 16349, TAMPA, FLORIDA 33687 (If left blank, Landlord at Landlord's address).

13. LEAD-BASED PAINT.  Check and complete if the dwelling was built before January 1, 1978

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord [Signature] and Tenant [Signature] acknowledge receipt of a copy of this page which is Page 3 of 6  
 RLHO-2 10/00 Approved for use under rule 10-2.1(a) of The Rules Regulating The Florida Bar

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**Lessor's Disclosure (Initial)**

(a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):  
 (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

**MAF** (ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Lessor (check (i) or (ii) below):  
 (i)  Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (List documents below).

(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (Initial)**

**MAF** (c) Lessee has received copies of all information listed above.  
 (d) Lessee has received the pamphlet *Protect Your Family From Lead In Your Home*.

**Agent's Acknowledgment (Initial)**

**MAF** (e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
<i>Tennant</i>	<i>9/21/07</i>		
_____ Lessee	_____ Date	_____ Lessee	_____ Date
<i>MAF</i>	<i>09-21-07</i>	<i>MAF</i>	<i>09-21-07</i>
_____ Agent	_____ Date	_____ Agent	_____ Date

14. **MILITARY/U.S. CIVIL SERVICE.**  Check if applicable. In the event Tenant, who is in the Military/U.S. Civil Service, should receive government orders for permanent change of duty station requiring Tenant to relocate away from the Premises, then Tenant may terminate the Lease without further liability by giving Landlord 30 days advance written notice and a copy of the transfer order.

15. **LANDLORD'S ACCESS TO THE PREMISES.** As provided in Chapter 83, Part II, Residential Landlord and Tenant Act, Florida Statutes, Landlord or Landlord's Agent may enter the Premises in the following circumstances:

- A. At any time for the protection or preservation of the Premises.
- B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
- C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
  1. with Tenant's consent; 2. in case of emergency; 3. when Tenant unreasonably withholds consent; or
  4. if Tenant is absent from the Premises for a period of at least one-half a Rental installment period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

16. **HOMEOWNER'S ASSOCIATION.** If Tenant must be approved by a homeowner's association ("association"), Landlord and Tenant agree that the Lease is contingent upon receiving approval from the association. Any application fee required by an association shall be paid by  Landlord  Tenant and is  refundable  nonrefundable. If such approval is not obtained prior to commencement of Lease Term, Tenant shall receive return of deposits specified in Paragraph 5, if made, and the obligations of the parties under the Lease shall terminate. Tenant agrees to use due diligence in applying for association approval, to comply with the requirements for obtaining approval and agrees to pay any fee required by the association for procuring approval.  Landlord  Tenant shall pay the security deposit required by the association, if applicable.

Landlord (*MAF*) and Tenant (*MAF*) acknowledge receipt of a copy of this page which is Page 4 of 6  
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17. **USE OF THE PREMISES.** Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.
18. **RISK OF LOSS/INSURANCE.**
- A. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct.
  - B. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.
19. **DEFAULTS/REMEDIES.** Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on same, and/or remedies available to the parties.
20. **SUBORDINATION.** The Lease is subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.
21. **LIENS.** Tenant shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by the Tenant. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.
22. **RENEWAL/EXTENSION.** The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but the term of a renewal or extension together with the original Lease Term may not exceed one year. A new lease is required for each year.
23. **TENANT'S PERSONAL PROPERTY. BY SIGNING THIS RENTAL AGREEMENT, TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY.**
24. **TENANT'S TELEPHONE NUMBER.** Tenant shall within 5 business days of obtaining telephone services at the Premises, send written notice to Landlord of Tenant's telephone numbers at the Premises.
25. **ATTORNEY'S FEES.** In any lawsuit brought to enforce the Lease or under applicable law, the party who wins may recover its reasonable court costs and attorney's fees from the party who loses.
26. **MISCELLANEOUS.**
- A. Time is of the essence of the Lease.
  - B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
  - C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
  - D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
  - E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
  - F. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.
  - G. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

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27. **BROKERS' COMMISSION.**  Check and complete if applicable. The brokerage companies named below will be paid the commission set forth in this Paragraph by  Landlord  Tenant for procuring a tenant for this transaction.

Dexter & Marsha Amoy Fraser, Alexandra Homes  
Real Estate Licensee

Alexandra Homes  
Real Estate Brokerage Company

0  
Commission

Dexter & Marsha Amoy Fraser, Alexandra Homes  
Real Estate Licensee

Alexandra Homes  
Real Estate Brokerage Company

0  
Commission

28. **EXECUTION.**

Executed by Landlord

Kenneth Wright  
Landlord's Signature

Roni Wright  
Landlord's Signature

09/21/07  
Date

09/21/07  
Date

Executed by Tenant

Tennant  
Tenant's Signature

x x x  
Tenant's Signature

9/21/07  
Date

x x x  
Date

This form was completed with the assistance of:

Name of Individual: Dexter and Marsha Amoy Fraser

Name of Business: Alexandra Homes

Address: PO Box 16349, Tampa, Florida 33687

Telephone Number: 813 966 1478

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1' The clauses below will be incorporated into the Contract between Kenneth + Lori Wright (landlord)  
2' and Trenda Wolfe (tenant) concerning the Property described as  
3' 406 S. BIGHAM CIRCU BRADLEY BL 33511 only if initialed by all parties:

4'   Y. Additional Clauses:

- 6' Repairs as agreed upon
- 7' Permission on 9/29/07
- 11' • pool operational by 10/13/07
- 12' pool screens repaired
- 13' debris removed
- 14' • missing tile 9/28/07
- 15' carpets cleaned
- 16' tortlets cleaned
- 17' cut off bolts + put on cap
- 18' curtain rod
- 19' appliance at function
- 20' front patio cracked window pane
- 21' fix all crankers on windows
- 22' install front light corner outside light

50' landlord tenant  
50' Buyer  and Seller  acknowledge receipt of a copy of this page.  
50' FARA-9 4/07 © 2007 Florida Association of REALTORS® All Rights Reserved

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